

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

UNITED STATES OF AMERICA,)
)
)
Plaintiff)
)
) CIVIL NO.
)
)
v.)
)
C. COLEMAN BUNTING,)
A.K.A. C. COLEMAN BUNTING, SR.)
)
)
Defendant)

COMPLAINT

The United States of America, on behalf of its Agency, The Farmers Home Administration, now known as The Farm Service Agency, by its attorneys, Colm F. Connolly, United States Attorney in and for the District of Delaware, and Patricia C. Hannigan, Assistant U.S. Attorney for said District, and for its Complaint alleges:

1. This is an action for mortgage foreclosure, within the jurisdiction of this Court pursuant to the provisions of 28 U.S.C. § 1345.
2. Plaintiff is the United States of America, acting on behalf of the Farm Service Agency (FSA), a successor agency to the Farmers Home Administration, United States Department of Agriculture with an office at 1201 College Park Drive, Suite 201, Dover, Delaware 19904.
3. Defendant is C. Coleman Bunting, a.k.a. C. Coleman Bunting, Sr., an adult individual who resides at 3 Dorchester Street, Ocean City, Maryland 21842.

COUNT I

4. On or about October 21, 1981, at the special instance and request of Defendant, C. Coleman Bunting, a.k.a. C. Coleman Bunting, Sr. (hereinafter "Defendant"), the Farm Service Agency (hereinafter "Plaintiff") lent to Defendant the sum of \$125,500.00 pursuant to the Consolidated Farm and Rural Development Act.

5. As evidence of the indebtedness, Defendant executed and delivered to the Plaintiff their Promissory Note dated October 21, 1981, in the amount of \$125,500.00. A true and correct copy of the Note is attached hereto, and made a part hereof, as Exhibit A.

6. On or about October 21, 1981, the Defendant, in further consideration for the loan, executed and delivered to the Plaintiff a mortgage whereby Defendant granted and conveyed the premises described therein to the Plaintiff. A true and correct copy of the mortgage is attached hereto, and made a part hereof, as Exhibit B.

7. The Real Estate Mortgage was duly recorded with the Office of the Recorder of Deeds, Sussex County, Delaware, on October 21, 1981, in Book 619, Pages 177-182.

8. Defendant is the Mortgagor and real owner of the property upon which foreclosure is sought, which is located at 3 Dorchester Street, Ocean City, Maryland 21842.

9. Plaintiff is the owner and holder of the Promissory Note and Real Estate Mortgage.

10. The Promissory Note provides, among other things, as follows:

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant of agreement hereunder shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

11. Defendant has failed or refused to comply with the provisions of the Promissory Note and Real Estate Mortgage, as follows: (a) he has failed or refused to pay installments of principal and interest when due.

12. Due to the breaches of the provisions and conditions of the said Promissory Note and Real Estate Mortgage, the Plaintiff does hereby elect to declare the entire amount of the indebtedness of the Promissory Notes and Real Estate Mortgages to be immediately due and payable. True and correct copies of the acceleration notices are attached hereto, and made a part hereof, as Exhibit C and Exhibit D.

13. There is now fully due and owing the Plaintiff on the Promissory Note and Real Estate Mortgage the following amounts:

| | |
|---|------------------------|
| (a) Principal and advances..... | \$125,551.00 |
| (b) Interest through July 13, 2006..... | \$439,097.04 |
| | TOTAL.....\$564,648.04 |

© Plus interest accruing from July 13, 2006 at a rate of \$50.7284 per day.

A certified Statement of Indebtedness is attached hereto as Exhibit E.

14. No other action has been brought at law or in equity to enforce the provisions of the Promissory Note and Real Estate Mortgage, and all conditions precedent to the bringing of the action have been performed or have occurred.

15. Plaintiff has complied with the requirements of 7 C.F.R. § 1951.901, *et. seq.*

WHEREFORE, the Plaintiff demands judgment as follows:

(a) That Defendant, and every person whose conveyance or encumbrances are subsequent or subsequently recorded, be forever barred and foreclosed of all rights, claim, lien, and equity of redemption in the mortgaged premises;

(b) That the parcel identified in the above-referenced mortgage as TRACT NO. 6 (Tax ID No. 5-33 18.00 48.00), of the said premises, with 1.5696 acres excepted out by a 1983 Partial Release (a true and correct copy of which is attached hereto as Exhibit F), may be decreed to be sold according to law;

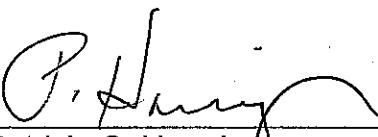
© That the amount due to the Plaintiff on its Promissory Note and Real Estate Mortgage may be adjudged;

(d) That the monies arising from said sale be brought into Court;

(e) That the Plaintiff be paid the amount adjudged due the Plaintiff with interest thereon to the time of such payment, together with costs and expenses of this action and expenses of said sale so far as the amount of such money applicable thereto will pay the same; and

(f) That the Plaintiff shall have such other and further relief in the premises as shall be just and equitable.

COLM F. CONNOLLY
United States Attorney

By: 

Patricia C. Hannigan
Assistant United States Attorney
Delaware Bar I.D. No. 2145
The Nemours Building
1007 Orange Street, Suite 700
P. O. Box 2046
Wilmington, DE 19899-2046
(302) 573-6277
Patricia.Hannigan@usdoj.gov

DATE: AUGUST 22, 2006

EXHIBIT A



Form FmHA 1940-17
(11-1-78)UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

PROMISSORY NOTE

29-03

| | | | |
|------------------------------------|-------------------------|--|--|
| Name C. COLEMAN BUNTING | | KIND OF LOAN | |
| State DELAWARE | County SUSSEX | Type: EE-OL | Pursuant to: |
| | | <input type="checkbox"/> Consolidated Farm & Rural Development Act | <input checked="" type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978 |
| Case No. 07-03-221207612 | | ACTION REQUIRING NOTE | |
| | | <input type="checkbox"/> Initial loan | <input type="checkbox"/> Rescheduling |
| | | <input checked="" type="checkbox"/> Subsequent loan | <input type="checkbox"/> Reamortization |
| | | <input type="checkbox"/> Consolidation & subsequent loan | <input type="checkbox"/> Credit sale |
| | | <input type="checkbox"/> Consolidation | <input type="checkbox"/> Deferred payments |

FOR VALUE RECEIVED, the undersigned Borrower(s) and any comakers jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in GEORGETOWN, DELAWARE

, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED AND 00/100 dollars (\$ 125,500.00), plus interest on the unpaid principal balance at the RATE OF

FOURTEEN AND THREE-FOURTHS percent (14.75 %) per annum. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 8 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

| | | |
|---------------------|--|----------------------------------|
| \$ <u>100.00</u> | on January 1, 19 <u>82</u> ; \$ <u>33,545.00</u> | on January 1, 19 <u>83</u> ; |
| \$ <u>33,545.00</u> | on January 1, 19 <u>84</u> ; \$ <u>33,545.00</u> | on January 1, 19 <u>85</u> ; |
| \$ <u>33,545.00</u> | on January 1, 19 <u>86</u> ; \$ <u>33,545.00</u> | on January 1, 19 <u>87</u> ; |
| \$ <u>33,545.00</u> | on January 1, 19 <u>88</u> ; \$ <u>N/A</u> | on January 1, 19 <u> </u> ; |
| \$ <u>N/A</u> | on January 1, 19 <u> </u> ; \$ <u>N/A</u> | on January 1, 19 <u> </u> ; |

and \$ N/A thereafter on January 1st of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and

payable 7 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest accrued as of the date of receipt of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installment to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this note and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

| FACE AMOUNT | INT. RATE | DATE | ORIGINAL BORROWER | LAST INSTALL. DUE |
|-------------|-----------|------|-------------------|-------------------|
| \$ | % | , 19 | | , 19 |
| \$ | % | , 19 | | , 19 |
| \$ | % | , 19 | | , 19 |
| \$ | % | , 19 | | , 19 |
| \$ | % | , 19 | | , 19 |
| \$ | % | , 19 | | , 19 |
| \$ | % | , 19 | | , 19 |

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant of agreement hereunder shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

(SEAL)

C. Almon Bunting

C. Coleman Bunting

(Borrower)

(SEAL)

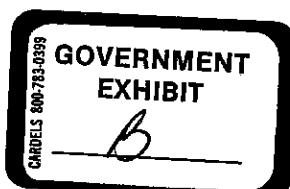
(Borrower)

Box 55A, Williamsville Road

Selbyville, DE 19975

| RECORD OF ADVANCES | | | | | |
|--------------------|------|--------|------|--------|------|
| AMOUNT | DATE | AMOUNT | DATE | AMOUNT | DATE |
| \$ | | \$ | | \$ | |
| \$ | | \$ | | \$ | |
| \$ | | \$ | | \$ | |
| \$ | | \$ | | \$ | |
| TOTAL | | | | \$ | |

EXHIBIT B



1722

BOOK 619 PAGE 177

Position 5

USDA-FmHA

Form FmHA 427-1 DE
(Rev. 6-3-75)

REAL ESTATE MORTGAGE FOR DELAWARE

THIS MORTGAGE is made and entered into by C. COLEMAN BUNTING

residing in Sussex County, Delaware, whose post office address is
Box 55A, Williamsville Road, Selbyville, Delaware 19975,
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| October 21, 1981 | \$125,500.00 | 14.75 % | October 21, 1988 |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of Delaware, County(ies) of

Sussex

TRACT NO. 1: ALL that certain piece, parcel or lot of land lying and being situated in Baltimore Hundred, Sussex County and State of Delaware and lying on North side of black top road leading from Selbyville to Williamsville, bounded and described as follows, to-wit:

BEGINNING at a light pole settled on north right of way of aforesaid black top road corner for other land of C. Coleman Bunting and wife; thence with other land of aforesaid Bunting, North 21-3/4 degrees East 160 feet to a stake in line of other lands of Caleb L. McCabe, Jr., widower; thence with said land easterly 20 feet to a stake; thence South 21-3/4 degrees West 160 feet to an iron pipe driven on the north right of way of aforesaid black top road; thence with north right of way of said road wes-

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terly 20 feet to beginning, containing 3,200 square feet, more or less.

BEING the same lands and premises that were conveyed to C. Coleman Bunting and Marie M. Bunting, his wife, by deed of Caleb L. McCabe, Jr., widower, dated January 4, 1961, and of record in the Office of the Recorder of Deeds, at Georgetown, Sussex County, Delaware, in Deed Record 529, page 502.

TRACT NO. 2: ALL that certain piece, parcel or lot of land lying and being situated in ~~Baltimore~~ Hundred, Sussex County and State of Delaware and lying on North side of Stone Road right of way from Selbyville to Bishopville, bounded and described as follows, to-wit:

BEGINNING at a stake driven on north side of said Stone Road right of way and being 80 feet easterly from a light pole; thence right angle to said highway, North 20 degrees 50 minutes East 160 feet to a stake; thence South 69 degrees 10 minutes East 100 feet to a stake; thence South 20 degrees 50 minutes West 160 feet to aforesaid Stone Road right of way; thence with said right of way, North 69 degrees 10 minutes West 100 feet to beginning, containing 16,000 square feet, more or less.

BEING the same lands that were conveyed to C. Coleman Bunting by deed of Caleb L. McCabe, Jr. and Pauline M. McCabe, his wife, dated January 26, 1950, and of record in the Office of the Recorder of Deeds, at Georgetown, Sussex County, Delaware, in Deed Record 392, page 400.

TRACT NO. 3: ALL that certain piece, parcel or lot of land lying and being situated in ~~Baltimore~~ Hundred, Sussex County and State of Delaware, and lying on the North side of black top road leading from Selbyville to Williamsville, bounded and described as follows, to-wit:

BEGINNING at an iron axle driven on North right of way of aforesaid black top road and corner of other land of C. Coleman Bunting and wife; thence with other lands of aforesaid Bunting, North 21-3/4 degrees East 160 feet to a stake in line of land of aforesaid McCabe, Jr., thence with said McCabe land easterly 65 feet to a stake, corner for land now or formerly of Walter E. Evans; thence with aforesaid Evans land in a southerly direction 160 feet to a stake driven on North right of way of aforesaid black top road; thence with north right of way of aforesaid road westerly 69 feet to place of beginning, containing 10,720 square feet, more or less.

BEING the same lands and premises that were conveyed unto C. Coleman Bunting and Marie M. Bunting, his wife, by deed of Paul F. Brasur and Nellie V. Brasur, his wife, dated January 11, 1961, and of record in the Office of the Recorder of Deeds, at Georgetown, Sussex County, Delaware, in Deed Record 530, page 98.

TRACT NO. 4: ALL that certain piece, parcel or tract of land, situate, lying and being in ~~Baltimore~~ Hundred, Sussex County and State of Delaware, bounded and described as follows, to-wit:

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BEGINNING center of Bear Hole Canal and edge of fifteen foot outlet road; thence running down said Canal South 77-1/2° East 435 feet with land of Harley Evans; thence South 42-1/2 degrees East 300 feet, South 56-1/2 degrees East 300 feet, South 68-1/2 degrees East 346 feet; thence leaving Canal with cedar stake driven in an old pine stump a new line through woods North 31-7/8 degrees East 1235 feet to a marked pine tree and land now or formerly of F.A. Long; thence with said land north 60-1/2 degrees West 455 feet to cedar stake driven in a white oak stump; thence South 76 degrees West 310 feet to a cedar stake edge of field; thence North 54 degrees West 567 feet to a post and land now or formerly of John Murray; thence with said land and aforesaid outlet fifteen foot road South 35-7/8 degrees West 1183 feet home to the place of beginning, containing thirty-two and one-fourth (32-1/4) acres, more or less, said deed being copied from a survey made the 26th day of August, 1920, and said land being formerly owned by Daniel J. Murray, with all improvements.

BEING the same lands and premises conveyed to C. Coleman Bunting and Marie M. Bunting, his wife, by deed of Pepper Brothers, Inc., a corporation of the State of Delaware, dated November 23, 1955, and of record in the Office of the Recorder of Deeds, at Georgetown, Sussex County, Delaware, in Deed Record 454, page 200.

TRACT NO. 5: ALL that certain tract, piece or parcel of land situate, lying and being in Baltimore Hundred, Sussex County, and State of Delaware, on the South side of the highway leading from Williamsville to Selbyville and being distant approximately 1,020 feet South of the aforesaid highway more particularly described as follows, to-wit:

BEGINNING in a ditch at the westerly side of an outlet road leading to the aforesaid highway, said point of beginning being distant approximately 1,020 feet South of the aforesaid highway measured along the Westerly side of said outlet road; thence along said ditch the following four courses: South 72-1/2 degrees West 250 feet; North 67 degrees West 208 feet; South 60 degrees West 415 feet; South 14-1/4 degrees West 1,075 feet to White Oak Canal; thence following the meanderings of White Oak Canal in a Southeasterly direction such a distance as will reach another ditch intersecting said canal on the Easterly side thereof; thence along said ditch the following four courses: North 44-1/2 degrees East 687 feet; North 2 degrees West 88 feet; North 21-1/2 degrees West 168 feet; North 65 degrees East 40 feet; thence leaving said ditch South 38 degrees 45 minutes East 969 feet; thence North 52-1/4 degrees East 1287 feet; thence North 61 degrees 45 minutes West along another ditch 1450 feet; thence continuing with said ditch the following four courses: North 65 degrees West 141 feet; North 37 degrees West 460 feet; North 6 degrees West 217 feet; North 83 degrees West 226 feet to the place of beginning, containing 70 acres of land, be the same more or less.

BEING a part of the lands and premises conveyed to C. Coleman Bunting by deed of Fulton J. Lynch and Madelyn L. Lynch, his wife, dated July 27, 1951, and of record in the Office of the Recorder of Deeds, at Georgetown, Sussex County, Delaware, in Deed Record 401, page 560.

THE ABOVE FIVE (5) TRACTS BEING the same lands conveyed to C. Coleman Bunting by deed of Marie M. Bunting, dated the 31st day of January, 1972, of record in the Office of the Recorder of Deeds, Georgetown, Delaware, in Deed Book 678, page 639.

TRACT NO. 6: ALL that certain piece, parcel or tract of land lying and being situated in Baltimore Hundred, Sussex County and State of Delaware, bounded and described as follows, to wit:

BEGINNING at a sassafras stake in woods corner for lands now or formerly of Gora Bunting and James Carey, running North 41-2/5 degrees West 998 feet to center of bridge across outlet road thence down ditch with land now or formerly of Chester A. Lynch North 62-1/4 degrees East 259 feet North 58 degrees East 717 feet to intersection of two ditches and land now or formerly of Gardner Bunting thence with said Bunting land about South 62-1/4 degrees East 960 feet to a stone settled in ground thence South 52-1/4 degrees West 1295 feet, home, containing 23.6 acres, more or less, and said C. Coleman Bunting is to have an outlet down the old outlet road as it now is.

BEING the same land conveyed to C. Coleman Bunting, Sr. by deed of Marion E. Bunting and Chester F. Bunting, her husband, dated the 1st day of July, A.D. 1977, of record in the Office of the Recorder of Deeds, Georgetown, Delaware, in Deed Book 856, page 57.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that the Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, the Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, or descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Newark, Delaware 19711, and in the case of Borrower to him at his post office address stated above.

(23) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 21st day
October, 1981.

Signed, sealed, and delivered in the presence of:

Carol R. Radets
(Witness)

C. Coleman Bunting (SEAL)
C. COLEMAN BUNTING

-(SEAL)

ACKNOWLEDGMENT

STATE OF DELAWARE

COUNTY OF SUSSEX

ss:

BE IT REMEMBERED that on this 21st day of October 1981

personally appeared before the subscriber, a Notary Public for the State of Delaware and County aforesaid.

C. COLEMAN BUNTING

and N/A

WITNESS my hand and official seal the day and year aforesaid.

My commission expires:

1/31/85

RECEIVED
MARY ANN McCABE

OCT 21 1981 PH '81
RECORDERS OF DEEDS
SUSSEX COUNTY, DE

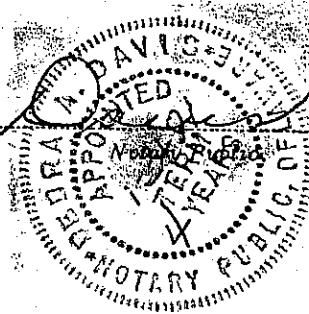


EXHIBIT C



300 S. New Street, Room 1108
 Dover, Delaware 19901
 (302) 674-1386

September 17, 1986

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. C. Coleman Bunting
 Box 55A, Williamsville Road
 Selbyville, DE 19975

Subject: NOTICE OF ACCELERATION OF YOUR DEBT TO THE FARMERS HOME
 ADMINISTRATION AND DEMAND FOR PAYMENT OF THAT DEBT

Dear Mr. Bunting:

PLEASE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture is now declared immediately due and payable. They are described as follows:

| <u>Date of Instrument</u> | <u>Amount</u> |
|---------------------------|---------------|
| August 31, 1979 | \$ 93,000.00 |
| May 7, 1981 | \$ 52,000.00 |
| October 21, 1981 | \$125,500.00 |

The promissory note(s) and/or assumption agreement(s) are secured by Real Estate Mortgages, Security Agreements and Financing Statements described (perfected) as follows:

| <u>Type of Instrument</u> | <u>Date of Instrument</u> | <u>Place of Recordation (Filing)</u> | <u>Recorded In: Book No. Page No. (Recorded under Document No.)</u> |
|---------------------------|---------------------------|--------------------------------------|---|
| Real Estate Mortgage | 08/31/79 | Sussex County Delaware | Book #512, Page #314 |
| Real Estate Mortgage | 05/07/81 | Sussex County Delaware | Book #594, Page #88 |
| Real Estate Mortgage | 10/21/81 | Sussex County Delaware | Book #619, Page #177 |
| Security Agreement | 08/31/79 | N/A | N/A |
| Security Agreement | 10/21/81 | N/A | N/A |

| <u>Type of Instrument</u> | <u>Date of Instrument</u> | <u>Place of Recordation (Filing)</u> | <u>Recorded In: Book No. Page No. (Recorded under Document No.)</u> |
|---------------------------|---------------------------|--|---|
| Security Agreement | 03/17/83 | N/A | N/A |
| Financing Statement | 08/31/79 | Recorder of Deeds Sussex County, DE | B-2356 |
| Financing Statement | 07/23/84 | Recorder of Deeds Sussex County, DE | B-2356 |
| Financing Statement | 03/07/83 | Recorder of Deeds Sussex County, DE | B-3655 |
| Financing Statement | 09/05/79 | Secretary of State of Delaware | 913676 |
| Financing Statement | 07/20/84 | Secretary of State of Delaware | 408137 |
| Financing Statement | 03/07/83 | Secretary of State of Delaware | 302487 |

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s).

The reason(s) for the acceleration of your indebtedness is as follows:

Your account is seriously delinquent.

The indebtedness due is \$262,342.24 unpaid principal, and \$145,749.02 unpaid interest, as of September 10, 1986, plus additional interest accruing at the rate of \$89.3447 per day thereafter, plus any advances made by the United States for the protection of its security and interest accruing on any such advances. Unless full payment of your indebtedness is received within 30 days from the date of this letter, the United States will take action to foreclose the above described security instrument(s) and to pursue any other available remedies.

Payment should be made by cashier's check, certified check, or postal money order payable to the Farmers Home Administration and delivered to the County Supervisor of the Farmers Home Administration at 408 North DuPont Highway, Georgetown, Delaware 19947. If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the Farmers Home Administration and yourself, that payment WILL NOT CANCEL the effect of this notice. If such insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have for breach of any promissory note or covenant in the security instrument(s) will result and the Farmers Home Administration may proceed as though no such payment had been made.

If you fail to comply with the requirements outlined in this notice,
the United States plans to proceed with foreclosure/liquidation.

YOU DO NOT HAVE ANY RIGHT TO APPEAL THIS DECISION TO ACCELERATE YOUR
FmHA DEBT(S) TO ANY OFFICIAL OF THE FARMERS HOME ADMINISTRATION.

UNITED STATES OF AMERICA

BY W. Drew Clendaniel
W. DREW CLENDANIEL
District Director
Farmers Home Administration
U. S. Department of Agriculture

COPY SENT REGULAR MAIL

cc: State Director, FmHA, Dover, DE
County Supervisor, FmHA, Georgetown, DE

EXHIBIT D





FILE

United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

Delaware State
FSA Office
1221 College Pk Dr
Suite 201
Dover, DE
19904-8713

Sent by First Class Mail and
Certified Mail # 7003 3110 0004 5914 4372
Return Receipt Requested

C. Coleman Bunting
3 Dorchester Street
Ocean City, MD 21842

January 25, 2006

**Subject: NOTICE OF ACCELERATION OF YOUR DEBT TO FARM SERVICE AGENCY
AND DEMAND FOR PAYMENT OF THAT DEBT**

Dear Mr. Bunting:

PLEASE TAKE NOTE that the entire indebtedness due on the promissory notes which evidence the loans received by you from the United States of America, acting through the Farm Service Agency (FSA) (formerly the Farmers Home Administration), United States Department of Agriculture is now declared immediately due and payable. They are described as follows:

| <u>Date of Obligation</u> | <u>Amount</u> |
|---------------------------|---------------|
| 8/31/79 | \$ 93,000 |
| 5/7/81 | \$ 52,000 |
| 10/21/81 | \$125,500 |

The promissory notes are secured by real estate mortgages, security agreement, and financing statements described as follows:

| <u>Date of Instrument</u> | <u>Place of Recordation/Filing</u> | <u>Recorded under Documents No.</u> |
|---------------------------|------------------------------------|-------------------------------------|
| 10/21/81 | Recorder of Deeds, Sussex County | Vol. 619, Page 177 |

The acceleration of your indebtedness is made in accordance with the authority granted in the above-described instruments.

The reason for the acceleration of your indebtedness is as follows:

Account is in monetary default.
Not occupying or operating the property.

The indebtedness due is \$262,342.24 unpaid principal, and \$769,845.35 unpaid interest, as of January 24, 2006, plus additional interest accruing at the rate of \$89.3447 per day thereafter, plus any advances made by the United States for the protection of its security and interest accruing on any such advances. Unless full payment of your indebtedness is received, made by

C. Coleman Bunting
January 25, 2006
Page 2 of 3

one of the methods described below, within 30 days from the date of this letter, the United States will foreclose the above-described security instruments and pursue any other available remedies.

Full payment may be made in any of the following ways:

(A) CASH

Payment should be made by cashier's check, certified check, or postal money order payable to Farm Service Agency and delivered to the FSA Farm Loan Chief at the Delaware State FSA Office, 1221 College Park Drive, Suite 201, Dover, DE 19904. If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the Farm Service Agency and yourself, that payment WILL NOT CANCEL the effect of this notice. If such insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have for breach of any promissory note or covenant in the security instruments will result and the Farm Service Agency may proceed as though no such payment had been made.

(B) TRANSFER AND ASSUMPTION

You may transfer the collateral for your loans to someone who is willing and able to assume the debt. Contact the Farm Loan Officer immediately if you are interested in this.

(C) SALE

You may sell the collateral for your loans for its fair market value and send the proceeds to Farm Service Agency or to other creditors with liens prior to Farm Service Agency's lien. Contact the Farm Loan Officer immediately if you are interested in this.

(D) VOLUNTARY CONVEYANCE

You may convey all of your collateral to the Government. Contact the Farm Loan Officer immediately if you are interested in this.

The above-described security instruments provide that the United States may foreclose without Court action by selling the property at public sale after February 23, 2006. The Government intends to sell the property in this manner.

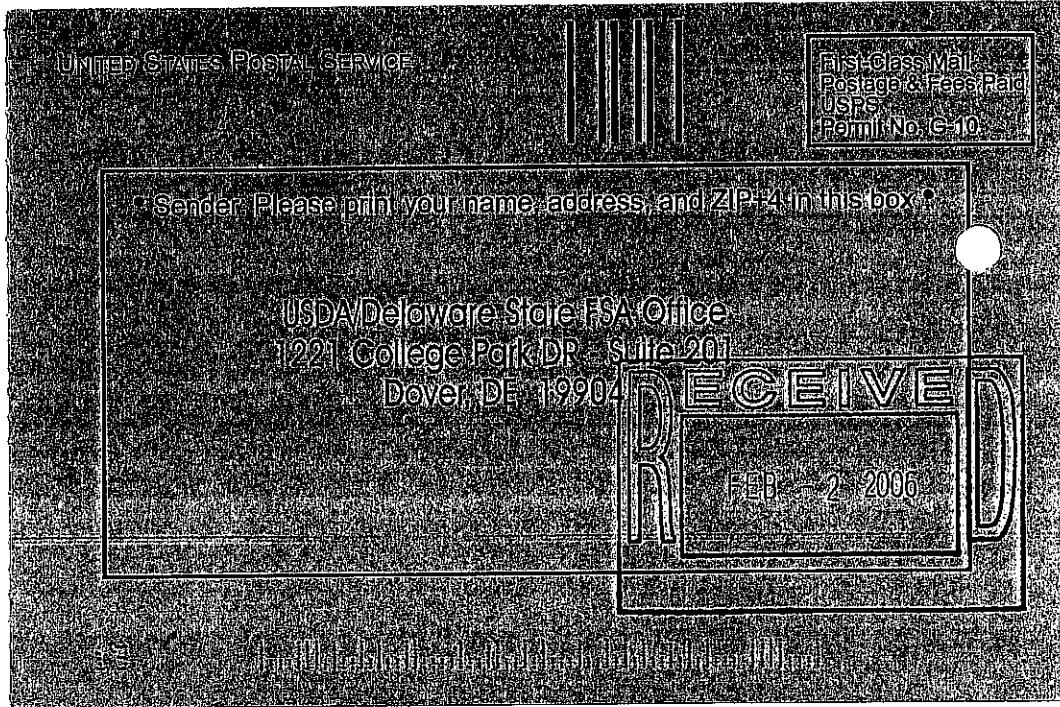
If you fail to comply with the requirements outlined in this notice within the next 30 days, the United States plans to proceed with foreclosure/liquidation.

C. Coleman Bunting
January 25, 2006
Page 2 of 3

YOU DO NOT HAVE ANY RIGHT TO APPEAL THIS DECISION TO ACCELERATE YOUR FSA DEBT TO ANY OFFICIAL OF THE FARM SERVICE AGENCY.

UNITED STATES OF AMERICA

BY Robin L. Talley
Robin L. Talley
District Director
Farm Service Agency
United States Department of Agriculture



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OFFICIAL USE

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|---|---------|
| Postage | \$.39 |
| Certified Fee | 2.40 |
| Return Receipt Fee (Endorsement Required) | 1.85 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 4.64 |

Postmark
Here

Sent To
C. Coleman Bunting
3 Dorchester Street
Ocean City, MD 21842

PS Form 3800, June 2002 See Reverse for Instructions

EXHIBIT E



Statement of Indebtedness

Pay-off Amounts as of July 13, 2006

C. Coleman Bunting
Case Number: 07-003-0221207612

| No. | Loan Amount | Date | UnPaid Prin. | UnPaid Interest | D/A | Total |
|-------|---------------|----------|--------------|--------------------|-------------------------|--------------|
| 29-03 | \$ 125,500.00 | 10/21/81 | \$125,500.00 | \$ 439,035.21 | 50.7158 | \$564,535.21 |
| 29-90 | 6.00 | 01/22/93 | 6.00 | 7.28 | .0015 | 13.28 |
| 29-91 | 25.00 | 01/22/93 | 25.00 | 30.31 | .0062 | 55.31 |
| 29-99 | 20.00 | 01/22/93 | 20.00 | 24.24 | <u>.0049</u> 50.7284 | 44.25 |
| | | | | Total Indebtedness | | \$564,648.05 |

This statement is certified to be correct as of July 13, 2006



Norma Collins
Farm Loan Specialist

EXHIBIT F



USDA-FHA
Form FHA-460-1
(Rev. 2-2-72)

796

Position 1 (Charters)
Position 5 (Real Estate)

VOL 107 PAGE 335

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, as owner and holder of the following-described lien instrument(s), made and executed by C. Coleman Bunting, and N/A,

Box 55A, Williamsville Rd., County of Sussex, State of Delaware, filed or recorded in the Recorder of Deeds, Sussex, County, State of Delaware, to wit:

| Lien Instrument | Mortgage | Date of Instrument | Date Filed | Document File or Deed No. | Page No. |
|----------------------|----------|--------------------|------------|---------------------------|----------|
| Real Estate Mortgage | FmHA | 10/21/81 | 10/21/81 | 619 | 177 |
| Real Estate Mortgage | FmHA | 5/7/81 | 5/7/81 | 594 | 88 |

for value received does hereby release from the lien of said instrument(s) the following-described property (describe property in detail):

See attached sheet; 1.5696 acres.

\$35,000 proceeds to be applied to first mortgagee, Federal Land Bank in total.

Only the above-described property is released from the lien of theforesaid instrument(s). This release shall not affect or modify the obligations secured by the said lien instrument(s), and the said obligations shall continue in force and effect until fully paid, satisfied, and discharged.

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed the day of March 16, 1983.

WITNESSESS:

Debra L. Jones
W. Wallace Caulk

UNITED STATES OF AMERICA
By: *W. Wallace Caulk*
Title: State Director
Farmers Home Administration
United States Department of Agriculture

STATE OF:

Delaware

COUNTY OF:

Kent

ACKNOWLEDGMENT

On this 16th day of

March

83

before me, the subscriber, a Notary Public, in and for the above county and State, appeared

G. Wallace Caulk, known to me to be

State Director

Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Dover, Delaware,

the day and year aforesaid.

Debra L. Jones

District Loan Assistant

(Signature)

(Title)

FHA 460-1 (Rev. 2-2-72)

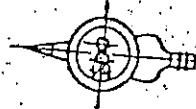
My commission expires February 8, 1984
(To be filed in its certifying office as a notary public)

*U.S.GPO:1980-O-705-010/3012

C. KENNETH CARTER & ASSOCIATES

Route No. 2, Box 500
Selbyville, Del 19975

VOL 107 PAGE 336

Phones: 302-436-1535
302-436-1799Planning
Engineering
Surveying
CadastralDescription of lands surveyed for Coleman Bunting, Jr.
Baltimore Hundred, Sussex County, Delaware.All that certain piece, parcel, tract, or lot of land lying
and being situated in the Baltimore Hundred of Sussex County,
Delaware, being more particularly described as follows; to wit:

Beginning for this description at an iron pipe in a ditch,
it being a corner for the lands of Coleman Bunting Jr., and a corner
for the lands of Coleman Bunting Sr., and a corner for lands of parcel
herein described. Said point is further described as being South
05°18'12" east, 932!17 from a concrete monument on the southerly
right of way of Rt. 54. Thence from the said place of beginning
and by and with the said Coleman Bunting Sr. lands and the center
of said ditch South 89°23'28" West, 320!68 to the center of a road
right of way now layed out for thirty feet, thence by and with the
said center of a thirty foot road right of way the following three
courses North 08°55'59" east, 87!52; thence North 26°12'02" east,
96!63; thence North 13°48'38" east, 97!68 to a point in line of
a ditch; thence by and with the center of the ditch South 80°7'10"
east, 222!37 to a concrete monument on the bank of the ditch and
lands of the aforesaid Coleman Bunting, Jr.; thence by and with
the said Coleman Bunting, Jr. lands South 05°18'12" east, 231!28
to the place of beginning.

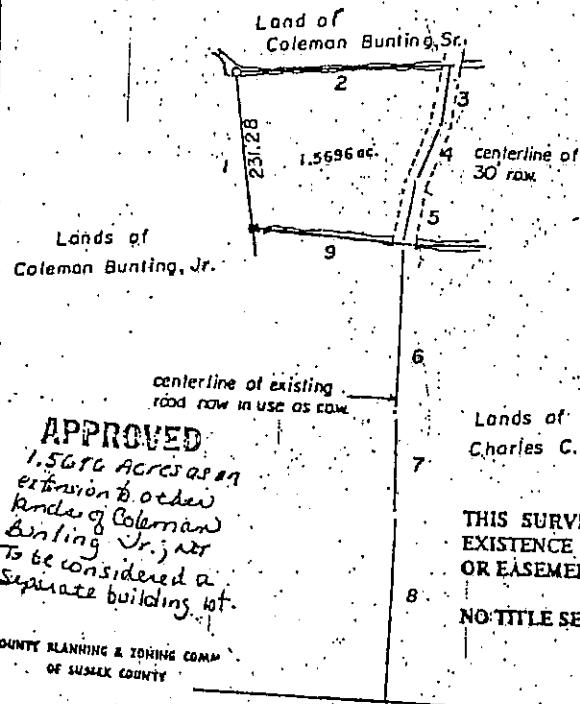
Containing 1.5696 Acres of land; be the same more or less.

The description of the right of way to the parcel is as follows.
Beginning for this description at a point on the southerly right of
way of Rt. 54; said point is further described as being North
84°44'02" West, 111!26 from the same reference monument to the
location of the beginning point of the above described parcel.
Thence from the said place of beginning and by and with the center
of an underlined with 'or' right of way the following three courses,
South 04°26'20" West, 284!34; thence South 01°40'21" West, 141!77;
thence South 04°08'20" West, 249!22 to the end of the fourth course
of the parcel description and the beginning of the thirty foot right
of way.

C. Kenneth Carter,
Professional Land Surveyor

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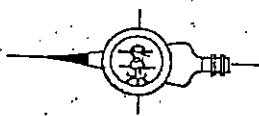
LANDS SURVEYED FOR
COLEMAN BUNTING, JR.
BALTIMORE HUNDRED,
SUSSEX COUNTY, DELAWARE



1 S 05°18'12" E 231.28
2 S 89°23'28" W 320.68
3 N 08°55'59" E 87.52
4 N 26°12'02" E 96.63
5 N 13°48'38" E 97.68
6 N 04°08'20" E 249.22
7 N 01°40'21" E 141.77
8 N 04°26'20" E 284.34
9 S 8°07'0" E 222.37

THIS SURVEY AND PLOT DOES NOT VERIFY THE
EXISTENCE OR NON-EXISTENCE OF RIGHT-OF-WAYS
OR EASEMENTS CROSSING PROPERTY.

NO TITLE SEARCH PROVIDED OR STIPULATED.



• Iron pipe
• Con. man.
SCALE 1"=200'
Property lines as shown
RECEIVED MARY ANN HAMMOND
1582 MAR 21 PM 1:54
RECORDERS OF DEEDS
SUSSEX COUNTY

C. KENNETH CARTER & ASSOCIATES
RT. 2, BOX 500, SELBYVILLE, DELAWARE 19975
No. LS-243
C. KENNETH CARTER, PROFESSIONAL LAND SURVEYOR

4/16/03

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

| | |
|--|---|
| <p>I. (a) PLAINTIFFS UNITED STATES OF AMERICA</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) Patricia C. Hannigan, AUSA, 1007 Orange Street, Suite 700 Wilmington, DE 19899</p> | <p>DEFENDANTS C. COLEMAN BUNTING, a/k/a "C. Coleman Bunting, Sr.</p> <p>County of Residence of First Listed Defendant <u>KENT COUNTY</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known)</p> |
|--|---|

| <p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input checked="" type="checkbox"/> 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)</p> <p>2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)</p> | <p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1"> <thead> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th>PTF</th> <th>DEF</th> </tr> </thead> <tbody> <tr> <td>Citizen of This State</td> <td>1</td> <td>1</td> <td>Incorporated or Principal Place of Business In This State</td> <td>4</td> <td>4</td> </tr> <tr> <td>Citizen of Another State</td> <td>2</td> <td>2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td>5</td> <td>5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>3</td> <td>3</td> <td>Foreign Nation</td> <td>6</td> <td>6</td> </tr> </tbody> </table> | | PTF | DEF | PTF | DEF | Citizen of This State | 1 | 1 | Incorporated or Principal Place of Business In This State | 4 | 4 | Citizen of Another State | 2 | 2 | Incorporated and Principal Place of Business In Another State | 5 | 5 | Citizen or Subject of a Foreign Country | 3 | 3 | Foreign Nation | 6 | 6 |
|---|---|-----|---|-----|-----|-----|-----------------------|---|---|---|---|---|--------------------------|---|---|---|---|---|---|---|---|----------------|---|---|
| | PTF | DEF | PTF | DEF | | | | | | | | | | | | | | | | | | | | |
| Citizen of This State | 1 | 1 | Incorporated or Principal Place of Business In This State | 4 | 4 | | | | | | | | | | | | | | | | | | | |
| Citizen of Another State | 2 | 2 | Incorporated and Principal Place of Business In Another State | 5 | 5 | | | | | | | | | | | | | | | | | | | |
| Citizen or Subject of a Foreign Country | 3 | 3 | Foreign Nation | 6 | 6 | | | | | | | | | | | | | | | | | | | |

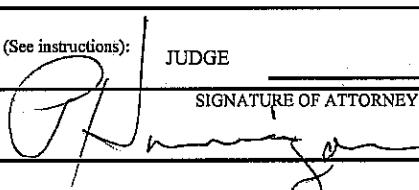
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|---|--|---|--|--|
| <p>IV. NATURE OF SUIT (Place an "X" in One Box Only)</p> <p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise</p> <p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property</p> | <p>TORTS</p> <p><input type="checkbox"/> PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury</p> <p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting 442 Employment 443 Housing/ Accommodations 444 Welfare 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 440 Other Civil Rights</p> | <p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> PERSONAL INJURY 362 Personal Injury - Med. Malpractice 365 Personal Injury - Product Liability 368 Asbestos Personal Injury Product Liability</p> <p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage</p> | <p>BANKRUPTCY</p> <p><input type="checkbox"/> 610 Agriculture 620 Other Food & Drug 625 Drug Related Seizure of Property 21 USC 881 630 Liquor Laws 640 R.R. & Truck 650 Airline Regs. 660 Occupational Safety/Health 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 730 Labor/Mgmt. Reporting & Disclosure Act 740 Railway Labor Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act</p> | <p>OTHER STATUTES</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights 830 Patent 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIW (405(g)) 864 SSID Title XVI 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609</p> |
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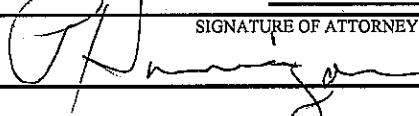
| | | | |
|--|---|--|---|
| <p>V. ORIGIN (Place an "X" in One Box Only)</p> <p><input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened</p> | <p><input type="checkbox"/> 5 Transferred from another district (specify) _____</p> | <p><input type="checkbox"/> 6 Multidistrict Litigation</p> | <p><input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment</p> |
|--|---|--|---|

| | | | |
|-----------------------------------|---|--|--|
| <p>VI. CAUSE OF ACTION</p> | <p>Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. SECTION 1345</p> | | |
|-----------------------------------|---|--|--|

| | | | |
|--|--|--|--|
| <p>Brief description of cause: Mortgage Foreclosure</p> | | | |
|--|--|--|--|

| | | | |
|--|--|-----------------------------|--|
| <p>VII. REQUESTED IN COMPLAINT:</p> | <p>CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23</p> | <p>DEMAND \$ 564,648.04</p> | <p>CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
|--|--|-----------------------------|--|

| | | | |
|--|--|--------------------|----------------------------|
| <p>VIII. RELATED CASE(S) IF ANY</p> | <p>(See instructions): </p> | <p>JUDGE _____</p> | <p>DOCKET NUMBER _____</p> |
|--|--|--------------------|----------------------------|

| | |
|---|--|
| <p>DATE </p> | <p>SIGNATURE OF ATTORNEY OF RECORD</p> |
|---|--|

| | |
|----------------------------|---|
| <p>FOR OFFICE USE ONLY</p> | <p>RECEIPT # _____ AMOUNT _____ APPLYING-IFP _____ JUDGE _____ MAG. JUDGE _____</p> |
|----------------------------|---|

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 06-523

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 1 COPIES OF AO FORM 85.

8/24/06

(Date forms issued)

J. J.

(Signature of Party or their Representative)

FRANK JOYCE PARCELS, INC.

(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action